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PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer," and a coalition of all of the exclusive bargaining representatives described in Appendix A, "Coalition Exclusive Bargaining Representatives," who are subject to RCW 41.80.010 and represent fewer than a total of five hundred (500) employees each, referred to as the "Union."

If a new general government bargaining unit is certified by the Public Employment Relations Commission during the term of this Agreement and that exclusive bargaining representative represents fewer than a total of five hundred (500) employees, the terms of this Agreement will apply.

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ARTICLE 1

RECOGNITION CLAUSE

1.1 This Agreement covers the employees in the bargaining units described in Appendix BA, "Bargaining Units Represented by the Coalition Exclusive Bargaining Representatives," represented by the Coalition Exclusive Representatives described in Appendix A, but it does not cover any statutorily excluded positions or any positions excluded in Appendix BA. The titles of the classifications listed in Appendix BA are listed for descriptive purposes only.

1.2 If the Public Employment Relations Commission certifies a new bargaining unit in general government during the term of this Agreement and the exclusive bargaining representative represents fewer than a total of five hundred (500) employees, the terms of this Agreement will apply. The Employer agrees to enter into negotiations regarding mandatory subjects with the newly added group to discuss any bargaining unit specific concerns which are not addressed in this Agreement.

ARTICLE 2

NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability. Bona fide occupational qualifications based on the above traits do not violate this Article.

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ARTICLE 3

BID SYSTEM

3.1 Applicability

- A. This Article applies only to employees in the Master, Mates & Pilots (MM&P), Washington State Nurses Association (WSNA), Union of Washington Physicians (UWP) and Teamsters Enforcement Sergeants bargaining units ~~staff employed in the Departments of Corrections, the Department of Veteran's Affairs, and the Department of Fish and Wildlife Enforcement Sergeants.~~
- B. This Article does not apply to the filling of non-permanent, on-call, project or career seasonal positions.
- C. This Employer will comply with the provisions of this Article prior to filling vacancies in accordance with Article 4.

3.2 Definitions

For purposes of this Article only, the following definitions apply:

A. Bid Positions

Positions filled as a result of a bid.

B. Bid System

A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or have previously held status.

1 C. Position

2 A particular combination of shifts and days off.

3
4 **3.3 Components of a Bid**

5 Bids shall indicate the employee's choice of shift, days off and job classification.
6 Employees shall be responsible for the accuracy of their bids. Each bid shall
7 remain active for a period of six (6) months from the date submitted by the
8 employee.

9
10 **3.4 Submittal and Withdrawal of Bids**

11 Any bids submitted after the date a vacancy is considered to have occurred shall
12 not be considered for that vacancy. Employees may withdraw their bids, in
13 writing, at any time prior to the referral.

14
15 **3.5 New Positions or Reallocated Positions**

16 When a new position is established or a current vacant position is changed, the
17 Employer will post the position for five (5) calendar days if the combination of
18 shift and days off does not currently exist.

19
20 **3.6 Vacancy**

21 For purposes of this Article, a vacancy occurs when:

22
23 A. An employee notifies management, in writing, that he or she intends to
24 vacate his or her position; or

25
26 B. Management notifies an employee, in writing, that the employee will be
27 removed from his or her position.

28
29 C. Masters, Mates and Pilots:

A position's assigned day(s) off change by one or more days, or shift hours change by more than two (2) hours. In these cases, if the position is filled at the time of the change, the incumbent may elect to remain in the position. If the incumbent elects not to remain in the position, he or she may elect to assume a position currently occupied by an employee with less ~~seniority~~~~unbroken state service~~ than themselves within the same job classification. This process shall continue until all bargaining unit positions are filled.

**3.7 Awarding a Bid for Washington State Nurses Association (WSNA)
and Masters, Mates and Pilots (MM&P)**

When a permanent vacancy occurs, the Employer shall determine if any employee has submitted a transfer or a voluntary demotion request for the shift and days off. Seniority shall prevail provided the employee has the skills and abilities necessary to perform the duties of the position.

An employee's bid request may be turned down if the employee has documented attendance or performance problems.

3.8 Awarding a Bid for Masters, Mates and Pilots (MM&P)

When a permanent vacancy occurs, the Employer shall determine if any employee has submitted a transfer or a voluntary demotion request for the shift and days off. Seniority within the job classification of Marine Boat/Tug Operator, shall prevail provided the employee has the skills and abilities necessary to perform the duties of the position.

An employee's bid request may be turned down if the employee has documented attendance or performance problems.

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1 **3.9 Awarding a Bid for Union of Washington Physicians (UWP)**

2
3 When a permanent vacancy occurs, the Employer shall determine if any physician has
4 submitted a transfer request for that particular opening. Management shall consider all
5 requests according to seniority provided the physician has the skills and abilities
6 necessary to perform the duties of the opening. Each senior physician considered, but not
7 appointed, shall be notified in writing of the reasons why he or she was not appointed.
8
9

10 **3.810 Commitment Following an Award or Refusal of a Bid**

11 When an employee has been awarded a bid, or refuses an awarded bid, the
12 employee will be prohibited from requesting other bids for a minimum of six (6)
13 months. The six (6) month period will begin on the first day the employee is
14 assigned the new shift and/or days off. All other active bids the employee has on
15 file will be removed from the bid system.
16

17 **3.911 Reassignment from a Bid Position**

18 Nothing in this Article shall preclude management's right to reassign an employee
19 from his or her bid position to another position on a different shift or to a position
20 with different days off, provided the employee is notified, in writing, of the
21 reason(s) for the reassignment.
22

23 **3.1012 Department of Fish and Wildlife – Enforcement Division**

24 A. Openings will be posted via U.S. mail and department intranet and e-mail
25 for a period of not less than fourteen (14) calendar days. Eligible
26 employees may bid on openings during the posting period.
27

28 B. If a new or vacant position is to be filled, time in grade will prevail
29 provided the employee has the basic skills and abilities necessary to
30 perform the duties of the specific position. Time in grade includes all
31 probationary, trial service and permanent Sergeant time in the Department

1 of Fisheries, Department of Game/Wildlife, and Department of Fish and
2 Wildlife, seniority will prevail.

3
4 An employee's bid request may be turned down if the employee has had
5 documented attendance or performance problems of an on-going nature
6 within the past two years.

7
8 C. Employees who are awarded a bid will fill the position thirty (30)
9 calendar days following the notification of selection. ~~Sergeants will be~~
10 ~~paid per diem when in authorized travel status during this period.~~
11 Sergeants will be paid travel in accordance with Article 22 with prior
12 written approval by the Chief or designee.

13
14 D. Sergeants will have a ninety (90) calendar day period to establish a
15 permanent residence after filling the bid. Sergeants must establish a
16 permanent residence within thirty five (35) miles of the office and within
17 their detachment boundaries. In the event the Department relocates a
18 detachment office that increases the mileage from a Sergeant's current
19 residence, the Sergeant will not be required to relocate. In the event the
20 Department has not established a detachment office, a Sergeant may use
21 his or her residence as the office. When this occurs, the Department shall
22 establish a clearly defined geographical area within which a Sergeant must
23 establish a permanent residence.

24
25 E. Permanent residence is defined as where a Sergeant physically lives or
26 physically resides. The methods normally used to determine residency
27 will be as follows:

28
29 1. Mailing address
30

1 2. Utility and service bills

2

3 3. Residence, rental or ownership agreement

4

5 4. Telephone number

6

7 F. The parties agree that the Sergeant's residence will be the official duty
8 station.

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ARTICLE 4

FILLING OF VACANCIES

4.1 The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

4.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 35, Layoff and Recall, of this Agreement and are confined to each individual agency.

4.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.

4.4 A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

4.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.

4.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the agency.

4.7 When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

1
2 A. The most senior candidate on the agency's internal layoff list with the
3 required skills and abilities who has indicated an appropriate geographic
4 availability will be appointed to the position.

5
6 B. If there are no names on the internal layoff list, the agency will certify up
7 to twenty (20) candidates for further consideration. Up to seventy-five
8 percent (75%) of those candidates will be statewide layoff, agency
9 promotional, internal transfers, and agency voluntary demotions. All
10 candidates certified must have the position-specific skills and abilities to
11 perform the duties of the position to be filled. If there is a tie for the last
12 position on the certification for either promotional or other candidates, the
13 agency may consider up to ten (10) additional tied candidates. The agency
14 may supplement the certification with additional tied candidates and
15 replace other candidates who waive consideration with like candidates
16 from the original pool.

17
18 C. Employees in the General Government Transition Pool Program who have
19 the skills and abilities to perform the duties of the vacant position may be
20 considered along with all other candidates who have the skills and abilities
21 to perform the duties of the position.

22
23 D. If the certified candidate pool does not contain at least three (3)
24 affirmative action candidates, the agency may add up to three (3)
25 affirmative action candidates to the names certified for the position.

26
27 E. When recruiting for multiple positions, the agency may add an additional
28 five (5) agency candidates and five (5) other candidates to the certified list
29 for each additional position.
30

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ARTICLE 5

HIRING AND APPOINTMENTS

5.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. When filling positions with other than a non-permanent appointment, the Employer will fill positions in accordance with Article 4, Filling of Vacancies.

5.2 Permanent Status

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.

5.3 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments. A non-permanent appointee must have the skills and abilities required for the position. When the employer converts a non-permanent appointment to a permanent appointment, the employee will serve a probationary or trial service period.
2. An employee with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current appointing authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of

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those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

3. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee. Non-permanent appointments normally will not exceed twenty-four (24) consecutive months in duration.

B. On-Call Employment

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) ~~working~~ day's notice to the employee.

C. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with ~~one (1)~~ three (3) working day's notice from the Employer.

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3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with ~~one (1)~~ three (3) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with Subsection 5.4 B of this Article.
4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration.

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The Employer will notify the employees, in writing, of the expected ending date of the project employment.

2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

Employees with permanent project status will serve a trial service period when they:

- a. Promote to another job classification within the project; or
 - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.
 4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period, unless a permanent project employee has already completed the probationary period for that classification.

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5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 35, Layoff and Recall.

E. Seasonal Career Employment

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.
2. Upon completion of a twelve (12) month probationary period completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.
3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in Article 35, Layoff and Recall.

- F. Terminations during probationary periods, non-permanent appointments, or reversions of trial service periods are not subject to the grievance procedure in Article 31.

5.4 Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months (except that WSNA, WSPTA and WSPSTA will serve a probationary period of six (6) consecutive months, which may be extended by the Employer for

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written, performance-based reasons to no more than twelve (12) consecutive months.)

2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article 31.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than as defined in Subsection A.1, above.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the probationary period.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will

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serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months.

2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. With prior written notice by the Employer, an employee who does not successfully complete his or her trial service period has the right to revert to a position, if available, in the same agency, that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification; or
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

In both (a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position.

4. Any unsuccessful employee who has no reversion options may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.

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5. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 31.

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ARTICLE 6

PERFORMANCE EVALUATION

6.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.

6.2

A. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

B. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. If the need arises, the reviewer (typically the second line supervisor) may function as a mediator upon the request of either the supervisor or the employee. The employee has the right to submit a written rebuttal to the content of the evaluation. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

- 1 C. The evaluation process is subject to the grievance procedure. The specific content
- 2 of performance evaluations are not subject to the grievance procedure in Article 31.

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ARTICLE 8 OVERTIME

8.1 Definitions

A. Overtime

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees).
2. Works in excess of the employee's regular shift or works in excess of forty (40) hours in a workweek (For full-time MM&P, IAFF and WSNA employees only).
3. Works in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period and the employee is a law enforcement employee receiving assignment pay for an extended work period.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay in one tenth (1/10th) hour increments. The regular rate of pay will not include any allowable exclusions.

C. Work

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.

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2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.

3. Vacation leave.

4. Sick Leave.

5. Compensatory time.

6. Holidays.

7. Any other paid time not listed below.

D. Work does not include:

1. Shared leave.

2. Leave without pay.

3. Additional compensation for time worked on a holiday.

4. Time compensated as standby, call back, or any other penalty pay.

8.2 Overtime-Eligibility Compensation

Employees who are overtime-eligible will receive compensation under the following circumstances:

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A. Employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate.

B. Full-time employees in the MM&P, IAFF and WSNA bargaining units, who work in excess of the employee's regular shift or work in excess of forty (40) hours in a workweek.

C. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

D. **Fish and Wildlife Enforcement Sergeants:**

1. Overtime-eligible law enforcement employees, receiving assignment pay for an extended work period, who have prior approval and work in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period will be compensated at the overtime rate.

2. In the event of a bona fide emergency and when a supervisor is unavailable to grant approval, a sergeant may exercise discretion in determining the need to incur overtime. Not later than the next working day the sergeant will report to his or her supervisor the nature of the bona fide emergency justifying overtime. A bona fide emergency includes a life-threatening situation, civil disorder, natural disaster, sudden unexpected happening, unforeseen occurrence or condition, complication of circumstances, sudden or unexpected occasion for action, or pressing necessity.

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1 **8.3 General Provisions**

2 A. The Employer will determine whether work will be performed on regular
3 work time or overtime, the number, the skills and abilities of the
4 employees required to perform the work, and the duration of the work.
5 The Employer will first attempt to meet its overtime requirements on a
6 voluntary basis with qualified employees who are currently working. In
7 the event there are not enough employees volunteering to work, the
8 supervisor may require employees to work overtime unless prohibited by
9 law.

10
11 B. If an employee was not offered overtime for which he or she was
12 qualified, the employee will be offered the next available overtime
13 opportunity for which he or she is qualified. Under no circumstances will
14 an employee be compensated for overtime that was not worked. There
15 will be no pyramiding of overtime.

16
17 C. WSNA:

18 The Employer agrees to record each instance of voluntary and mandatory
19 overtime including the shift, reason and nurse required to work. The
20 employer will provide the information to WSNA each quarter.
21

22 **8.4 Scheduling Overtime – MM&P**

23 When Management determines that overtime is necessary they shall identify the
24 number of positions requiring overtime and duration of such overtime.

25
26 A. Voluntary Overtime

27 Employees will be provided the opportunity to volunteer to work
28 overtime. The opportunity shall be first provided to an eligible employee
29 on shift. If no on-shift employee volunteers to work overtime, an eligible
30 employee who is off-shift shall be provided the opportunity, based on

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longest period of current unbroken state service seniority. Employees must be eligible to work based on the limitations set forth by the U.S. Coast Guard. If there are no volunteers, mandatory overtime will be assigned to the employee with the least seniority who is eligible to work.

C. Management may assign on-call employees to work prior to offering or assigning overtime.

D. Calls to Return to Work

When employees are required to return to work after completing a regular shift and are released prior to starting their next regular shift, they shall be paid at the overtime rate of pay.

E. Early Call Outs

Employees may be called out early, prior to commencing their regular shift, at the overtime rate of pay.

8.5 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

The Employer ~~may~~will grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time

Employees may accumulate no more than eighty (80) hours of compensatory time.

C. Compensatory Time Use

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1 Employees must use compensatory time prior to using vacation leave,
2 unless this would result in the loss of their vacation leave. Compensatory
3 time must be used and scheduled in the same manner as vacation leave, as
4 in Article 12, Vacation Leave. The Employer may schedule an employee
5 to use his or her compensatory time with seven (7) calendar days' notice.
6

7 D. Compensatory Time Cash Out

8 All compensatory time must be used by June 30th of each year. If
9 compensatory time balances are not scheduled to be used by the employee
10 by April of each year, the supervisor will contact the employee to review
11 his or her schedule. The employee's compensatory time balance will be
12 cashed out every June 30th or when the employee:
13

- 14 1. Leaves state service for any reason;
- 15
- 16 2. Transfers to a position in their agency with different funding
17 sources; or
- 18
- 19 3. Transfers to another state agency.
- 20

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ARTICLE 9

TRAINING AND EMPLOYEE DEVELOPMENT

9.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

9.2 Participation in education and/or training programs required by the Employer will be compensated as time worked. The Employer will pay for all required training as determined by agency policy.

9.3 The Employer may approve additional professional or technical training and/or education courses. Additional courses will normally include those that will enhance employees technical proficiency and future performance.—When approved, the agency will pay costs in accordance with agency policy. If an employee's request for training is denied, a reason for the denial shall be provided to the employee.

9.4 The Employer will provide or make available, and the employees will participate in, training approved by management in order to maintain their professional skills, standards and proficiencies as established by the agency and their profession.

9.5 The ~~Department of Corrections—Masters, Mates and Pilots, International Association of Fire Fighters, and the Department of Fish and Wildlife Teamsters Enforcement Sergeants and Union of Washington Physicians bargaining unit~~ employees will participate in agency provided or approved training to maintain agency required certification.

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1 9.6 Employees will not lose work time if approved to attend a professional
2 conference. Travel and other expenses will be reimbursed in accordance with
3 Article 22, Travel, of this Agreement.
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5 9.7—MM&P

6 Each Marine employee who successfully completes a Management required
7 course will be eligible for reimbursement. These courses may include, but not be
8 limited to STCW, HAZWOPER, TPIC, first aid, radar, bridge management, fire
9 training and safety courses.
10

11 ~~9.6 Employees will not lose work time if approved to attend a professional~~
12 ~~conference. Travel and other expenses will be reimbursed in accordance with~~
13 ~~Article 22, Travel, of this Agreement.~~
14

15 9.7-8 WAFWP

16 The Department of Fish and Wildlife will continue to maintain online search
17 engines, such as Biosys, for employee use, as well as one professional journal per
18 program per region. The Department will fund employee attendance at
19 professional conferences when beneficial; subject to Department budgeting and
20 needs. The Department recognizes the mutual benefit and encourages employee
21 presentation of technical papers of original research at professional conferences.
22

23 9.99-8 WSNA

24 The Department of Veteran's Affairs (DVA) will request continuing education
25 approval recognition for appropriate DVA in-service programs. Both parties
26 recognize that because of the unique responsibilities of nurses, they must have the
27 opportunity for substantial continuing education in order to provide quality
28 service. When the workload permits, nurses will be granted, upon request, three
29 (3) days, and may be granted up to ten (10) days per year to attend work-related
30 professional training.

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2 **9.10 WSPCMA**

3 The Washington State Patrol will pay for employees to belong to the Association
4 of Professional Safety Communications Officials International and to attend
5 organization meetings on work time.
6

7 **9.11 WSPTA/WSPSTA**

8 As provided in the Washington State Patrol Regulation Manual, employer
9 approved training shall be accomplished without loss in pay or benefits.
10

11 **9.12 UWP**

12 The Department of Social and Health Services will grant, upon request of the
13 physician, up to five-seven (57) working days per year for attendance at
14 continuing education courses necessary for the maintenance of a license that is
15 relevant to patient care at Eastern State Hospital and Western State Hospital. The
16 Department of Social and Health Services may pay for courses when deemed
17 beneficial to patient care and in accordance with agency policy. A request will
18 normally be made at least one (1) month in advance of the date of the course. If
19 the Department of Social and Health Services determines that the absence of the
20 physician is detrimental to patient care within the hospital, the request can be
21 denied. If it becomes necessary to deny a request, the physician will be given
22 priority consideration on their next request.
23

24 **9.13 IBEW**

25 The Department of Labor & Industries is committed to having technically
26 proficient staff and will approve technical training such as those recognized by the
27 state Electrical Board. The Department of Labor & Industries shall furnish a
28 minimum of eight (8) hours of electrical technical courses per year, over and

8/3/06/MF
Ho

1 above mandatory code and WAC training, to each bargaining unit employee,
2 subject to other provisions contained in this Article.

3
4 9.14 -UA

5 The Department of Labor & Industries shall furnish a minimum of eight (8) hours
6 of electrical technical courses per year for those employee's whose inspection
7 duties include inspection of electrical systems.
8

TA 8/2/06 emv.

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ARTICLE 10

LICENSURE AND CERTIFICATION

10.1 Employees are expected to update and maintain any license and/or certification that is required as part of the minimum qualifications for their position. Such requirement will be waived if the certification and/or license is not required to be maintained after date of hire. When the position requires any specialized license, including a driver's license, the employee shall be responsible for the cost of the license and/or certification and for all renewal costs.

Employees are required to provide a copy of their required license(s) and/or certification(s) to their appointing authority or designee.

10.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee shall be responsible for maintaining the license and/or certification and for all renewal costs.

10.3 Employees will notify their appointing authority or designee if the license and/or certification has expired, or has been restricted, revoked or suspended, within twenty-four (24) hours of knowledge of the expiration or prior to their next scheduled shift, whichever occurs first.

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ARTICLE 11

HOLIDAYS

11.1 Paid Holidays

The following days are legal holidays as designated by state statute:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
The Friday immediately following Thanksgiving day	
Christmas Day	December 25

If the above legal holidays are amended during the term of this Agreement, the amended legal holidays will apply.

11.2 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Employees will be paid at a straight-time rate even though they do not work.
-

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1 B. In addition to Subsection A above, overtime-eligible employees will be
2 paid for the hours actually worked on a holiday at the overtime rate, in
3 accordance with Article 8, Overtime.

4
5
6 C. For full-time employees with a Monday-through-Friday work schedule:

7
8 1. When a holiday falls on a Saturday, the Friday before will be the
9 holiday.

10
11 2. When a holiday falls on a Sunday, the following Monday will be
12 the holiday.

13
14 D. For full-time employees who do not have a Monday-through-Friday work
15 schedule:

16
17 1. When a holiday falls on the employee's scheduled workday, that
18 day will be considered the holiday.

19
20 2. When a holiday falls on the employee's scheduled day off, the
21 agency will treat the employee's workday before or after as the
22 holiday. An employee may request an alternate day off as his or
23 her holiday as long as the requested day off falls within the same
24 pay period as the holiday. The Employer may approve or
25 disapprove the request.

26 3. In the event a Sergeant is assigned to work the weekend prior to a
27 recognized holiday as provided in 11.1 of this Agreement, he or
28 she will have the option of working the holiday. Sergeants will not
29 be required to work weekend days associated with a recognized

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holiday, which falls on a Monday or a Friday without being assigned to work the holiday.

E. The holiday for night shift employees whose work schedule begins on one (1) calendar day and ends on the next will be determined by the agency. It will start either at:

1. The beginning of the scheduled night shift that begins on the holiday, or
2. The beginning of the shift that precedes the holiday.

The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

F. Part-time employees who begin employment ~~were employed before and remain employed after the holiday and for a period of at least twelve (12) calendar days during the month (but not including the holiday)~~ will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

G. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he or she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time

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employment. All employees must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

11.3 Personal Holidays

An employee may select one (1) workday as a personal holiday during the calendar year if the employee has been or is scheduled to be, continuously employed by the state for more than four (4) months.

A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

B. The Employer will release the employee from work on the day selected as the personal holiday provided:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice, and

2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.

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1 D. Agencies may establish qualifying policies for determining which of the
2 requests for a particular date will or will not be granted when the number
3 of requests for a personal holiday would impair operational necessity.
4

5
6
7 E. Part-time employees who are employed during the month in which the
8 personal holiday is taken will be compensated for the personal holiday in
9 an amount proportionate to the time in pay status during the month to that
10 required for full-time employment.
11

12 F. A personal holiday for full-time employees will be equivalent to their
13 work shift on the day selected for personal holiday absence.
14

15 G. Part or all of a personal holiday may be donated as shared leave in
16 accordance with Article 14, Shared Leave. Any portion of a personal
17 holiday that remains will be taken by the employee in one absence, not to
18 exceed the work shift on the day of the absence, subject to the request and
19 approval as described in Subsections B, C, and D above.

20 H. Upon request, an employee will be approved to use part or all of his or her
21 personal holiday for the care of family members in accordance with the
22 Family Care Act and WAC 296-130. Any portion of a personal holiday
23 that remains will be taken by the employee in one (1) absence, not to
24 exceed the work shift on the day of the absence, subject to request and
25 approval as described in subsections B, C and D above.
26
27

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TA 8/30/06 emw

ARTICLE 12

VACATION LEAVE

12.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

12.2 Vacation Leave Credits

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below. Employees cannot use or be compensated for leave accrued during the first six (6) months of employment.

12.3 Vacation Leave Accrual

After a full-time employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue vacation leave according to the rate schedule below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment. Full-time employees will accrue vacation leave according to the rate schedule below, under the following conditions:

A. ~~The employee must be employed for fifteen (15) calendar days or more during the month.~~

B. ~~Any leave without pay taken during the month will not be counted toward the qualifying fifteen (15) calendar days.~~

~~C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.~~

~~D. Vacation leave accrual for other than full time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full time employment.~~

12.4 Vacation Leave Accrual Rate Schedule

<u>Full Years of Service</u>	<u>Hours Per Year</u>
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)

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During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter	One hundred seventy-six (176)

1 12.5 12.5—Vacation Leave Usage

2
3 A. Vacation leave will be charged in one tenth (1/10th) of an hour increments.

4
5 B. Employees may request vacation leave at any time on a first come, first served
6 basis; however, posted vacation schedules shall take precedence.

7
8
9 C. Employees will not request or be authorized to take scheduled vacation leave
10 if they will not have accrued sufficient vacation leave credits to cover the
11 absence at the time of the scheduled leave.

12
13
14
15 12.6 Vacation Scheduling for Masters, Mates and Pilots and Washington State
16 Nurses Association

17 A. MM&P

18 1A. This Section applies to all leave that has been requested and
19 approved in advance of the planned absence.

20
21 2B. A chart will be posted on November 15th of each calendar year
22 that indicates the number of employees within each job
23 classification who may be approved scheduled leave for a given
24 period of time. This chart will be posted in a readily accessible
25 area by classification and shall remain posted until January 1st.

26
27 3C. Vacations will be scheduled within the limitations of the available
28 relief allocated for each shift. Beginning January 2nd of each
29 calendar year, employees who desire to take their vacation at a
30 specific period of time shall be scheduled a time, based on the
31 longest period of time in grade in the Master Mates and Pilots
32 bargaining unit current unbroken state service, to may request and
33 may be awarded up to three (3) segments of vacations during the
34 time period of April 1st through March 31st. A "segment" is one

(1) day or more contiguous days of vacation leave. Off-shift times to select a vacation shall not be considered as "time worked" for purposes of computing callback or overtime. If an employee is unable to be present during their scheduled time, they may make their choice by telephone or another individual with written documentation of designation may select a vacation segment(s) for the employee. If an employee fails to select their vacation during his or her assigned time, Management may proceed with scheduling. The employee will be provided an opportunity to select his or her segment(s) from the remaining available dates at a later date when he or she is available. Management will not approve a vacation leave segment when it is known the employee will not have ~~sufficient~~-accrued sufficient vacation leave for the segment of time. Local Management will publish the vacation schedule by March 1st.

4D. Nothing in the above paragraphs shall preclude the right of an employee to request vacation leave at any time. Management shall consider said request in relation to program needs and the existing published vacation schedule, both of which take precedence. Any conflicts between two (2) or more employees' vacation requests, other than those on the above referenced vacation schedule, shall be resolved on a first come, first served basis.

5E. No employee on approved vacation leave shall be required to return to his or her place of employment until the scheduled leave has ended, except in an emergency situation.

6F. Management acknowledges that canceling an employee's approved vacation segment is an extraordinary action and will not do so if

1 other qualified staff within the same job classification is available,
2 on an overtime basis or otherwise. Each employee will be granted
3 vacation for the time stipulated on the vacation schedule, except
4 that Management with reasonable notice, may cancel or otherwise
5 adjust vacation periods when it is determined the program of the
6 agency will be adversely impacted by the employee being absent
7 from duty. Employees, whose leave has been cancelled or
8 adjusted, shall be allowed to request alternative leave dates
9 pursuant to this Section.
10
11
12

13 7G. Accrued vacation time, not to exceed two (2) shifts in any calendar
14 year, shall be granted to an employee with thirty (30) calendar
15 days' written notification by the employee. Such time off must
16 normally be granted provided:
17

- 18 a. Such leave shall be used in increments of not less than one
19 (1) shift.
20
21 b. Supervisory denials of the use of such leave are subject to
22 the review of the Superintendent at the employee's written
23 request.
24

25 8H. Employee-requested cancellations of any portion of an approved
26 segment to the annual vacation schedule must be submitted in
27 writing no later than fifteen (15) calendar days in advance of his or
28 her scheduled vacation except in bona fide emergencies. The
29 request is subject to approval by Management, but will not be
30 unreasonably withheld.

12.7 Vacation Scheduling for Washington State Nurses Association

B. ~~WSNA~~

1A. Posted Vacation Schedule

Employees desiring to take their vacation at a specific period of time shall submit a request no later than ~~February 15th~~ January 31 for vacation planned March 1 through the end of February. The requests cannot exceed the amount of vacation leave an employee would be able to accrue by the time of the requested leave. The Employer will post the approved vacation schedule no later than March 1.

2B. In scheduling vacations, each employee, by seniority, shall be allowed to make a first request of uninterrupted vacation time to be included on the vacation schedule. No second request for vacation will be granted on this schedule until each employee has been afforded the opportunity to make a first request. The same process shall apply to subsequent vacation requests to be included on the posted vacation schedule.

3.C Employees may request vacation leave at any time on a first come, first served basis; however, the posted vacation schedule shall take precedence. The Employer will normally respond to all such requests within fourteen (14) days of the request.

12.86 Vacation Scheduling for All Other Employees

A. ~~Vacation leave will be charged in one tenth (1/10th) of an hour increments.~~

BA. Employees who desire to take vacation leave at a specific period of time will submit their requests to their supervisor prior to November 1st for the

1 following calendar year. The supervisor will compile and post the
2 schedule by January 15th. Employees will be granted their requested
3 period of leave by seniority in so far as possible. Should Management be
4 required to cancel previously scheduled annual leave due to an emergency,
5 employees so affected will be given top priority for rescheduling.
6

7 ~~C. Employees may request vacation leave at any time on a first come, first~~
8 ~~served basis; however, the posted vacation schedule shall take precedence.~~
9

10 ~~D. Employees will not request or be authorized to take scheduled vacation~~
11 ~~leave if they do not have sufficient vacation leave credits to cover the~~
12 ~~absence.~~
13

14 EB. Teamsters

15 The Department of Fish and Wildlife will provide a minimum of one (1)
16 vacation position fifty-two (52) weeks per calendar year in regions 1, 2, 3
17 and 5, Likewise, the Department will provide a minimum of two (2)
18 vacation positions, fifty-two (52) weeks per calendar year in regions
19 4 and 6.
20

21 **12.79 Family Care**

22 Employees may use vacation leave for care of family members as required by the
23 Family Care Act, WAC 296-130.
24

25 **12.810 Vacation Cancellation**

26 Should the Employer be required to cancel scheduled vacation leave because of
27 an emergency, the affected employee may select new vacation leave from
28 available dates.
29
30

1 **12.911 Vacation Leave Maximum**

2 Employees may accumulate maximum vacation balances not to exceed two
3 hundred forty (240) hours. However, there are two (2) exceptions that allow
4 vacation leave to accumulate above the maximum:
5

6 A. If an employee's request for vacation leave is denied by the
7 ~~Employer~~Appointing Authority or designee, and the employee is ~~close~~
8 ~~to~~has not exceeded the vacation leave maximum (240 hours), the ~~agency~~
9 Appointing Authority may grant an exception to the maximum. If the
10 ~~agency~~Appointing Authority grants an exception, the employee's
11 vacation leave maximum will be extended for each month that the
12 Employer must defer the employee's request for vacation leave.
13

14 B. An employee may also accumulate vacation leave days in excess of two
15 hundred forty (240) hours as long as the employee uses the excess balance
16 prior to his or her anniversary date. Any leave in excess of the maximum
17 that is not deferred in advance of its accrual as described above, will be
18 lost on the employee's anniversary date.
19

20 **~~12.1012~~ Separation**

21 Any employee, who resigns with adequate notice, retires, is laid-off, or is
22 terminated by the Employer, will be entitled to payment for vacation leave credits.
23 In addition, the estate of a deceased employee will be entitled to payment for
24 vacation leave credits.
25